

Tel. (434) 455-5858 • Fax (434) 528-2794

Dasani Blue Bikes Agreement and Waiver

I am aware that bicycle riding requires physical exertion, coordination, skill, and the use of equipment. I further understand that these are adult-sized bikes (19"-21") and that it is my responsibility to ensure that I am of the proper size to ride these bikes. In signing this agreement I acknowledge that I am fully aware of the inherent risks associated with this type of program, which include, but are not limited to , the possibility of physical injury or disability, death and property damage. I am also aware that it is my responsibility to be aware of my physical abilities and limitations and to assume the risks that accompany my participation in the Dasani Blue Bike program.

Understanding these risks it is still my decision to participate in the Dasani Blue Bike program. In consideration of the city allowing me to participate in the program, I agree that neither I or my representatives, heirs, or assignees will hold the City, its officials, employees or agents responsible for any injuries, disabilities, death, property damage or any other losses or expenses of any nature whatsoever, that I may sustain as a result of participation in the program. Further, I agree to indemnify, hold harmless and defend the City of Lynchburg, its officers, employees and agents from all claims, expenses, damages or liabilities of any nature whatsoever, including the cost of defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its officials, employees or agents as a result of my participation in the Dasani Blue Bike program.

The registration card and bicycle, at all times, remains the exclusive property of the City of Lynchburg. The borrower is responsible for damage to or loss of the registration card and bicycle. If the registration card and bicycle is lost, destroyed or damaged beyond repair in the judgment of the City of Lynchburg, the borrower agrees to pay the City the value of the registration card and bicycle. All repairs needed as a result of the use of the equipment will be performed at the normal labor rates and the cost of such repairs, including all parts, shall be paid by the borrower (not to exceed \$25 per card and \$300 per bicycle).

Finally, I attest that I have read the rules/regulations governing the Dasani Blue Bike Program.

CAUTION: READ BEFORE SIGNING

| Name of Individual (Print) | | | Date of Birth | |
|----------------------------|---------------------------|-----------|---------------------------|----------------|
| Address | | | | |
| Telephone home | | work | cell | |
| Email | | Signature | | Date |
| | | | | |
| Lynchbu | org Official Signature: _ | | | |
| Title: _ | | | Date: | |
| _ | | | | |
| | □ 5 Day Use | | ndefinite Use(City reside | ency required) |



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Dasani Blue Bikes Minor Agreement and Waiver

I am aware that bicycle riding requires physical exertion, coordination, skill, and the use of equipment. I further understand that these are adult-sized bikes (19"-21") and that it is my responsibility to ensure that my child is of the proper size to ride these bikes. In signing this agreement I acknowledge that I am fully aware of the inherent risks associated with this type of program, which include, but are not limited to, the possibility of physical injury nor disability, death and property damage. I am also aware that it is my responsibility to be aware of my or my child's physical abilities and limitations and to assume the risks that accompany participation in the Dasani Blue Bike program.

Understanding these risks it is still my decision to participate or to allow my child to participate in the Dasani Blue Bike program. In consideration of the city allowing me or my child to participate in the program, I agree that neither I or my child's representatives, heirs, or assignees will hold the City, its officials, employees or agents responsible for any injuries, disabilities, death, property damage or any other losses or expenses of any nature whatsoever, that I or my child may sustain as a result of participation in the program. Further, I agree to indemnify, hold harmless and defend the City of Lynchburg, its officers, employees and agents from all claims, expenses, damages or liabilities of any nature whatsoever, including the cost of defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its officials, employees or agents as a result of my participation or my child's participation in the Dasani Blue Bike program.

The registration card and bicycle, at all times, remains the exclusive property of the City of Lynchburg. The borrower (Parent/Guardian) is responsible for damage to or loss of the registration card and bicycle. If the registration card and bicycle is lost, destroyed or damaged beyond repair in the judgment of the City of Lynchburg, the borrower agrees to pay the City the value of the registration card and bicycle. All repairs needed as a result of the use of the equipment will be performed at the normal labor rates and the cost of such repairs, including all parts, shall be paid by the borrower (not to exceed \$25 per card and \$300 per bicycle).

Finally, I attest that I have read the rules/regulations governing the Dasani Blue Bike Program.

CAUTION: READ BEFORE SIGNING

□ 5 Day Use

Name of Child/Minor ______ Print Name Date of Birth Name of Parent/Guardian ______ Print Name Signature of Parent/Guardian Date Lynchburg Official Signature: ______ Date: ______

☐ Indefinite Use (City residency required)